



WASHOE COUNTY

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CM/ACM
Finance
DA
Risk Mgt.
HR
Other

STAFF REPORT

BOARD MEETING DATE: May 24 2013

DATE: April 25, 2016

TO: Board of County Commissioners

FROM: Victoria Jakubowski, Fiscal Compliance Officer, District attorney's Office, 325-6710, vjakubowski@da.washoecounty.us

THROUGH: Christopher J. Hicks, Washoe County District Attorney

SUBJECT: Approve modification to the Special Offer Amendment to Westlaw Subscriber Agreement between the County of Washoe (Office of the District Attorney) and West, a Thomson Business [\$155,004] for the period of July 1, 2016 through June 30, 2017, for provision of on-line research capability to the Office of the District Attorney; FY 17 amount \$50,652 --District Attorney. (All Commission Districts.)

SUMMARY

The continuation of the Westlaw subscription between West, a Thomson business, and Washoe County District Attorney's Office will allow the on-line research capability to the Office of the District Attorney.

Strategic Objectives supported by this item: Safe, Secure and Healthy Communities

PREVIOUS ACTION

On July 15, 2008, the Board of County Commissioners renewed the District Attorney's Office agreement for three years. The Washoe County District Attorney's Office has paid for a Westlaw subscription since February 1, 2002. This extension contract will allow for a continuation of the existing subscription.

BACKGROUND

AGENDA ITEM # 17

The Washoe County District Attorney's Office currently has Westlaw subscription available to its entire legal staff. Westlaw allows our personnel access to necessary annotated laws, documents, publications, and rulings which would cost prohibitive to purchase separately. This contract will extend the subscription to June 30, 2019.

West will provide on-line access, at the rate of \$4,221 per month which amounts to \$50,652 for fiscal year 2017; the rate of \$4,305 per month which amounts to \$51,660 for fiscal year 2018; the rate of \$4,391 per month which amounts to \$52,692 for fiscal year 2019.

FISCAL IMPACT

FY 17 amount of \$50,652 is budgeted for in the District Attorney's Books and Subscriptions account 710355, Cost Center 106100.

RECOMMENDATION

It is recommended that the Board to approve modification to the Special Offer Amendment to Westlaw Subscriber Agreement between the County of Washoe (Office of the District Attorney) and West, a Thomson Business [\$155,004] for the period of July 1, 2016 through June 30, 2019, for provision of on-line research capability to the Office of the District Attorney.

POSSIBLE MOTION

If the board agrees with the recommendation, a possible motion is "Move to approve modification to the Special Offer Amendment to Westlaw Subscriber Agreement between the County of Washoe (Office of the District Attorney) and West, a Thomson Business [\$155,004] for the period of July 1, 2016 through June 30, 2019, for provision of on-line research capability to the Office of the District Attorney."

Attachments –

Original agreement for signature

WEST ORDER FORM-ProFlex
 for WestlawPRO, Software
 and Practice Solutions Subscribers
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 651/687-8000



THOMSON REUTERS

Check West account status below as applicable:

Rep Name & Number kay engler/ 0000971

New (NACI Form attached) Existing with Increase Credit Limit (NACI Form attached)
 Existing with no changes Existing with changes (Permanent name change must attach a Customer Name Change Form)

Acct # 1000424360 Quote # _____ PO # _____ Date _____
 Name/Subscriber Washoe County District Attorney Bill To Acct # _____
 Order Confirmation Contact Name Victoria Jakubowski
 E-Mail vjakubowski@da.washoecounty.us
 Password Contact Name (for password delivery) Victoria Jakubowski
 E-Mail vjakubowski@da.washoecounty.us
 Time and Billing Contact Name _____
 E-Mail _____

*** R E Q U I R E D ***

Permanent Address Change One-Time Ship To Additional Ship To Additional Bill To
 Name _____ Attn: _____
 Address _____ Suite/Floor _____
 City _____ State _____ County _____ Zip _____

I F N E E D E

ProFlex Products					
Full Svc #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Quantity *	Monthly Banded Rate	Other	Total Monthly Charges
40757482	ProFlex	65			\$4221.00

Notes: approved by West exception # 350527

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Conc. Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges \$ 4221.00

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and continue for 12 complete calendar months ("Minimum Term"). Subscriber ("You" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

If you previously subscribed under a Special Offer Amendment/Exhibit the effective date of this Order Form is the first day of the month following the date we process your order.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Initial below for a longer Minimum Term.

24 month Minimum Term. Monthly Charges for the second 12 months will be _____ % over the first 12 months.

30 month Minimum Term. Monthly Charges for the second 12 months will be 2 % over the first 12 months; Monthly Charges for the third 12 months will be 2 % over the second 12 months.

Automatic Renewal Term(s). Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803. If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments (43.dot) include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

Banded Products Subscriptions

I have 65 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students who use the banded products you selected to license or purchase in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only

BND

Technical Contact for Westlaw Patron Access and Thomson Innovation Administrator

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

One IP Address per terminal. Additional pages may be attached if needed.

IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

____ Subscriber Initials _____ Terminals will be used for Patron Access

____ Subscriber Initials _____ Concurrent users will be used for Patron Access (not required for Campus Research).

Contact us to increase the number of publicly accessible terminals or concurrent users. We reserve the right to increase your charges if we learn that you have increased the number of publicly accessible terminals without first contacting us.

For Internal Office Use Only

OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

Thomson Innovation Administrator Name (please print): _____

E-Mail Address: _____

ProFlex Renewals

Sub Matl #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Current Monthly Charges*

* Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after 30 days written or online notice.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Initial below to select the Renewal Term.

_____ 12 month Renewal Term. Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

_____ 24 month Renewal Term. Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ 36 month Renewal Term. Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

Automatic Renewal Term. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803. If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Online/CD-ROM Products to be Lapsed		
Full Svc #	Online/CD-ROM Products	Account #/Location
40778155	Westlaw Special offer	1000424360

Westlaw Roaming

If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

Initial to block roaming access

Miscellaneous

1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

2. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

3. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>. Excluded Charges may change after 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

4. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. **Returns and Refunds.** You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. **Transportation Charges.** Print and CD-ROM Products/DVD Products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at our then current carrier rate.

7. **Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

8. **General Terms and Conditions,** located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>, apply to all products ordered, purchased or licensed on this Order Form except print. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

9. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Hosted Practice Solutions
- CD-ROM Products / DVD Products
- West LegalEdcenter
- West km software
- Westlaw Doc & Form Builder
- Time and Billing
- Westlaw Patron Access
- Westlaw Paralegal
- Campus Research
- ProView eBooks

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____
 Title _____
 Date _____
 Signature _____

Credit Card Transactions only:		Visa _____ Master Card _____ Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

West/CLEAR PROFLEX Attachment



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Locations

Account #	Name	Address	City, State Zip
1000424360***	WASHOE COUNTY DISTRICT ATTORNEY MILLS B LANE JUSTICE CENTER	1 S SIERRA ST	RENO, Nevada 89501

*** denotes primary location

West PROFLEX Products and Components

Service Number	Product Name	Quantity	User Type
40985110	CGWN PRO PROFLEX CONVRSION SO BASIC BANDED	65	Attorney
41647994	CGWN PRO PFX KC ALERT DAILY BANDED	65	Attorney
40980405	American Law Reports® (WestlawNext™ PRO)	65	Attorney
40982244	All American Jurisprudence® Library (Westlaw PRO™)	65	Attorney
41012022	National Secondary Resources — Premium (WestlawNext™ PRO)	65	Attorney

Lapsed Online/CD by Location

Account #	Service Number	Product Name
1000424360	40778155	WL SO MLA

Billing Method

Centralized Billing by Usage

Unless otherwise specified, the subscriber firm/organization will receive one combined monthly invoice and a copy of each participating account's location usage report—all mailed to the payer account office. Each location identified per West PROFLEX Addendum will be billed based on a usage allocation of the monthly rate.